

DECLARATION OF COVENANTS AND GRANT OF EASEMENTS

THIS DECLARATION OF COVENANTS AND GRANT OF EASEMENTS (the "Declaration") is made as of this 9 day of May, 2005, by and between Robert E. Anderson, Trustee of the Wedgewood Realty Trust, a Massachusetts realty trust created under a Declaration of Trust dated July 6, 1983, and recorded in the Middlesex South Registry of Deeds at Book 15114, Page 247, with its principal place of business at 20 Main Street, Acton, MA (hereinafter referred to as the "Grantor"), individually and on behalf of the Trust and its trustees, beneficiaries, successors and assigns, and the Town of Acton, a municipal corporation, having its principal office at Town Hall, 472 Main Street, Acton, MA 01720 (hereinafter referred to as the "Town").

WHEREAS, the Grantor owns the real property located at and known as 18-22 Main Street, Acton, MA, which consists of Parcels 21-3, 33, 48, 20, 32, 35, 57, 83 and 84 on Assessors' Map I-2 as shown on the January 2003 edition of the Town Atlas (collectively, the "Locus"), all as more fully described on Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, Grantor owns those portions of the Locus shown as Parcel 32 and 35 on Assessor's Map I-2 by Certificate of Title No. 169451 filed with the Middlesex South Registry District of the Land Court in Book 977, Page 101.

WHEREAS, Grantor owns those portions of the Locus shown as Parcel 20 on Assessor's Map I-2 by a deed filed with the Middlesex South Registry of Deeds in Book 15316, Page 533.

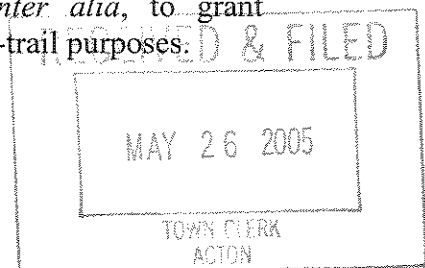
WHEREAS, Grantor owns those portions of the Locus shown as Parcel 21-3, 33, 48 and 57 on Assessor's Map I-2 by a deed filed with the Middlesex South Registry of Deeds in Book 15114, Page 250.

WHEREAS, Grantor owns those portions of the Locus shown as Parcel 83 on Assessor's Map I-2 by a deed filed with the Middlesex South Registry of Deeds in Book 15316, Page 533.

WHEREAS, Grantor owns those portions of the Locus shown as Parcel 84 on Assessor's Map I-2 by a deed filed with the Middlesex South Registry of Deeds in Book 17178, Page 196.

WHEREAS, the Town and the Grantor have entered into that certain Contract (the "Contract") dated July, 12 2004.

WHEREAS, the Contract requires the Grantor, *inter alia*, to grant easements to the Town affecting portions of the Locus for rail-trail purposes:



WHEREAS, the Town is in the process of designing, acquiring real property for and constructing a portion of the Assabet River Rail-trail along a portion of the former Boston & Maine railroad right-of-way in Acton.

WHEREAS, the Easement Area, as defined below, will be incorporated as a portion of the Assabet River Rail-trail and will affect portions of the Locus.

NOW THEREFORE, Grantor and Town hereby declare that the Locus is and shall be subject to the covenants, easements and restrictions hereinafter set forth:

1. Rail-Trail Easement. Grantor hereby grants to the Town the non-exclusive perpetual right and easement to locate, construct, reconstruct, erect, install, grade, re-grade, surface, resurface, excavate, operate, maintain, patrol, inspect, repair, replace, alter, redesign, reroute, extend, connect to adjacent facilities and remove a so-called rail-trail, bicycle path, walking path, jogging path, and general recreational space, and all improvements ancillary thereto (the "Rail-trail"), on, over, under, across, along, through and within those portions of the Locus as shown as "EASEMENT AREA" and "EASEMENT" on a plan entitled "Easement Plan of Land in Acton, Mass." Scale 1" = 60' dated Nov. 12, 2004, revised January 7, 2005 by Joseph W. McCarthy Jr. P.L.S. Walpole, Massachusetts, recorded contemporaneously herewith (the "Easement Area") and more fully described in Exhibit B, attached hereto and incorporated herein by reference. That portion of the Easement Area affecting Parcel 32 is also approximately shown as sketched onto a copy of Land Court Plan 13293A attached hereto as Exhibit C.

The Rail-trail within the Easement Area may consist of a combination of unimproved portions and improvements consisting, without limitation, of trails, pathways, walkways, landscaping, benches, lighting, utilities, and signage, pavement, concrete, wood, stone, gravel, metals, plastics, geo-textiles, composites and other construction materials suitable for the Town's intended purpose. The Grantor shall not relocate the easement without the express written permission of constructed of natural and/or man-made materials, including, without limitation, the Town, which permission may be withheld, in the Town's sole discretion.

2. Rail-trail Use. The Easement Area shall be for the non-exclusive recreational use of the Town, its inhabitants, and the general public, in accordance with the provisions of M.G.L. c. 21, s. 17C, and associated emergency, public safety, and construction and maintenance purposes, and shall not be opened for public use unless and until all reasonably necessary improvements are installed by the Town and inspected by the Acton Building Commissioner and the Acton Conservation Commission, for matters within their respective areas of jurisdiction. Without limiting the generality of the foregoing, such use shall include all purposes for which rail-trail corridors are used in the Commonwealth of Massachusetts including, without limitation, all forms of pedestrian, bicycle and

other non-motorized recreational transportation. No commercial use shall be made of the Easement Area by the Town. Otherwise the use of the Easement Area shall be governed by such reasonable rules and regulations as the Town's Board of Selectmen may from time to time promulgate, subject however to Grantor's right to pass and repass over and across the easement for access and egress to its other land including, but not limited to the passage of motor vehicles within the paved areas within the Grantor's land as the Easement bisects an active commercial/light industrial parking lot and driveway.

3. Design, Construction and Maintenance Easement. Grantor hereby grants to the Town a perpetual and non-exclusive right and easement for access by pedestrians, vehicles and equipment to the Easement Area over, across and along all or any portion of the Locus and such other land of the Grantor as is reasonably necessary from time to time to access the Easement Area for the design, construction and maintenance of the Rail-trail permitted in accordance with Section 1 of this Declaration, subject, however to the following limitations (a) such design and construction right and easement shall be temporary in nature for purposes of initial construction of the Rail-trail and shall expire (10) years after the Town's issuance of the official notice of award of the construction contract for the Rail-trail; (b) no construction equipment, tools or materials shall be stored within the paved portions of the Grantor's land, without the Grantor's permission; (c) the Town shall require its contractor(s) to name the Town and the Grantor as additional insureds on contractor's(s') liability and casualty insurance policies during all periods of construction activity with limits of at least three million dollars for bodily injury and one million dollars for property damages during the term of the construction work; (d) the Town shall require its contractor(s) to name the Town and the Grantor as additional insureds on contractor's(s') business interruption insurance policy(ies) for work on the Property provided use of grant funds for such insurance is not prohibited by applicable federal or state granting regulations; and (e) the Town shall cause its contractor(s) to use reasonable dust control measures during construction. The Town will be responsible for all costs and expenses associated with the construction, use, maintenance and repair of the Rail-trail and such will be performed in accordance with applicable law, including, but not limited to the Wetlands Protection Act and regulations promulgated thereunder and non-zoning wetlands by-laws of the Town of Acton. The Town will cause its contractor(s) to repair any material damage to the sewer line within the Easement Area or the other pre-existing infrastructure on Grantor's Property caused by the contractor during construction. The Grantor agrees to execute necessary application forms as the "owner" of the property. The Town shall cause its general construction contractor for the Rail-trail project to defend, indemnify and hold the Town and the Grantor harmless for any claim of violation of any wetlands protection law or regulation during the construction of the Rail-trail, and to obtain and record a Certificate of Compliance upon completion of said construction, if required by law. During construction, the Grantee will use its best efforts to cause its

contractor(s) to maintain open and available Grantor's access to and across the Parking Lot Area of the Property.

4. Culvert Maintenance. The Grantor and the Town acknowledge that the Rail-trail shall be constructed over a culvert located on or near Parcel 83, which drains a wetland area on Parcel 32 onto Parcel 48. The Grantor and the Town further acknowledge that the water level may rise across Grantor's parking lot and loading areas and/or the Easement Area, Rail-trail, and/or access thereto from such circumstances as flood conditions, an event which causes the culvert to become blocked or otherwise malfunction, or a condition caused by beaver or other wildlife in the area. The Grantor and the Town acknowledge and agree that neither shall assert any claim against the other with respect to such flooding conditions affecting the Locus and/or the Easement Area. In the event that all or a portion of the Locus and/or the Easement Area or its access becomes flooded, the Grantor or the Town may take any steps necessary to prevent or mitigate such flooding and resulting destruction of and damage to the Locus, the Easement Area, the Rail-trail, and/or access thereto. Without limitation, the Grantor or the Town may take any reasonable action with respect to the maintenance of the culvert, control of the beaver population or other action it deems necessary to prevent the destruction of and damage to the Easement area, Rail-trail, or access thereto. In addition, the Town may periodically inspect and maintain the culvert as it deems appropriate, with access permitted in accordance with Section 3 of this Declaration. The Town agrees to respond in a reasonable manner (by the close of the next business day after the request) to requests from the Grantor to assist in the removal of such obstructions from time to time, as permitted by law. The design of the bike path across the culvert shall include appropriate means of access for such maintenance of the culvert.

5. Unobstructed Use. Without limitation, the Grantor acknowledges that the Easement Area bisects Parcel 20 and Parcel 32, dividing Grantor's parking area to the rear of the main building on the property (located on Parcels 20, 21-3, 33, 83 and 84) from an additional parking area located primarily on the rear portion of Parcel 20 west of the proposed Rail-trail. Grantor hereby covenants and agrees that Grantor shall keep the Rail-trail and access thereto free and clear of all vehicle, equipment, debris, fencing, or other obstruction so that use of and access to the Rail-trail by those permitted hereunder is available at all times. The Town hereby covenants and agrees to install, repair and replace four (4) fences with gates (one on each side of the Rail-trail at both driveway areas) for use by the Grantor for purposes of providing reasonable barriers from the Rail-trail to the other land of Grantor. The Town shall install and reasonably maintain "private property, no-trespassing" signs at such gates, and at other points along the Easement Area. The Grantor reserves the right to post signs within the Easement Area to discourage trespassing, and if not prohibited by law or by the terms of any federal or state grant for the Rail-trail, the Grantor may install up to two (2) signs within the Easement Area stating that the Rail-trail easement across Grantor's

property was donated in honor of the grandfather of Grantor John Anderson, Trustee.

6. Additional Provisions

6.1 Limitation on Access. This Declaration is not intended to permit the Town or users of the Rail-trail to enter upon or park upon any portion of the Locus outside the Easement Area, except for the design, construction and maintenance rights and easements granted in accordance with Section 3 and 4 of this Declaration. The Town shall erect, maintain and replace fencing (typically eight (8) feet high and along the edge of the Easement Area) in continuous locations reasonably necessary to impair pedestrian and vehicular access and egress between the Easement Area and the other land of the Grantor, gates or other access controls along those portions of the Locus within the Easement Area reasonably necessary to implement this provision, provided that Grantor shall control and maintain all access gates such that they do not interfere with the rights and easements otherwise granted in accordance with this Declaration or pose a safety risk to those using the Rail-trail. The Town shall periodically police the Locus and the Rail-trail, and install such replacement or additional fences and/or barriers to ensure compliance with this provision.

6.1 (a) Utility Easement: The Town has been advised that portions of Parcel 83 are used by the Grantor as a sewer line and utility easement area, and the rights granted herein shall not interfere with the Grantor's rights to use, inspect, repair, upgrade, install and/or replace sewer lines, pipes, pumps, equipment or any related underground infrastructure or any other underground utility lines, pipes, equipment or infrastructure within any portion of the Easement Area. In its design and bid documents for the construction of the Rail-trail, the Town agrees to require the design engineer to locate the subsurface sewer line on its design documents to be submitted to bidders for construction. In the event of any such work by the Grantor affecting the Rail-trail, the Grantor shall reasonably and promptly restore the affected portion of the Rail-trail to its condition prior to said work. In the event of non-emergency repairs, Grantor shall provide Town one (1) week prior notice so that Town may advise Rail-trail users and, if necessary, redirect user traffic.

6.2 Section Headings. Section headings herein are for reference and convenience only, and shall not affect the interpretation hereof.

6.3 No Waiver. Failure on the part of the Grantor or the Town to notify in writing the other of any action or inaction on the part of any other such party, no matter how long the same may continue, shall not be deemed to be a waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver, at any time, of any provision of this section by any such owner shall be construed as a waiver of any other provisions hereof and that a

waiver, at any time, of any of the provisions hereof shall not be construed at any subsequent time as a waiver of such provisions.

6.4 Severability. If any term or provision of this Declaration is held to be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby and each other term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

6.5 Amendment. This Declaration may be modified or amended only by agreement, in writing, signed by the Grantor or Grantor's successors and assigns and the Town.

6.6 Binding Effect. The terms and covenants of this Declaration, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

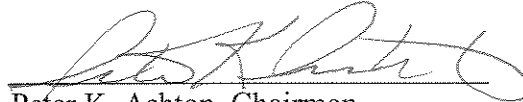
6.7 Event of Default. If any party burdened by any of the easements set forth herein fails to perform any of its repair or maintenance obligations with respect to an Easement Area within thirty (30) days (except in the case of an emergency) after receipt of written notice from the benefited party, then such failure shall be a default hereunder. Any owner of the Locus or a portion thereof shall only be liable for defaults hereunder occurring during such owner's period of ownership.

6.8 Successors and Assigns. All references to Grantor and Town made herein shall include their respective heirs, successors and assigns.

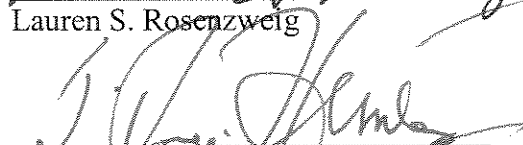
6.9 Governing Law. This Declaration shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of this Declaration shall be binding upon all the parties having or acquiring any right, title or interest in any of the Locus. Each owner of the Locus or any portion thereof or interest therein, by accepting delivery of a deed to the Locus, or any portion thereof or interest therein, subject to this Declaration, agrees and covenants that the terms and conditions of this Declaration are reasonable and agrees to be bound thereby.


Executed as an instrument under seal the day and year first above written.

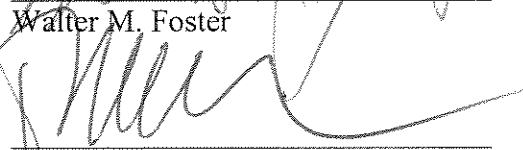
TOWN OF ACTON, MASSACHUSETTS,
By its Board of Selectmen,


Peter K. Ashton, Chairman



Lauren S. Rosenzweig


F. Dore Hunter


Walter M. Foster


Robert A. Johnson

WEDGEWOOD REALTY TRUST

04/29/05 
By: Robert E. Anderson, Trustee

TOWN ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 9 day of may, 2005, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of Personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

Christen M. Joyce (official signature and seal of notary)

My commission expires Sept 26, 2008

OWNER ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 29 day of April, 2005, before me, the undersigned Notary Public, personally appeared Robert E. Anderson, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as a Trustee of the Wedgewood Realty Trust.

Andrea H. Ristine (official signature and seal of notary)

My commission expires 2/27/09

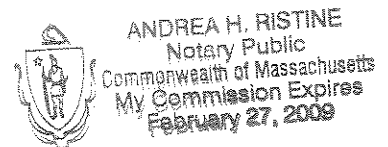


EXHIBIT A

Description of the Locus (Burdened Property)

Parcel 20:

A certain parcel of land with the buildings and improvements thereon situated in the Southerly part of said Acton, containing about seven (7) acres, bounded and described as follows:

Beginning at the Southeasterly corner thereof at land now or formerly of Birch and the Marlborough Branch of the Fitchburg Division of the Boston and Maine Railroad; thence

- | | |
|---------------|--|
| Northerly | - along said Railroad, three hundred forty-five (345) feet to a stone bound at land of Day; thence |
| Northerly | - 71° 44' Westerly, one hundred ninety-six (196) feet to a stone bound; thence |
| Northerly | - 8°03' Easterly, one hundred seventy-two (172) feet by other land of Day to a stone wall; thence |
| Westerly | - along said wall about two hundred twenty-two (222) feet to the end thereof; thence |
| Southwesterly | - about five hundred sixty (560) feet to a stone bound at other land of Day; thence |
| Southeasterly | - by land formerly of Paul Litchfield, five hundred fifty-two (552) feet to an iron pipe at land of Alfred Birch et ux; thence |
| Northeasterly | - by land of Birch, two hundred eighty (280) feet to a stone bound; thence |
| Southeasterly | - about four hundred thirty-three (433) feet by land of Birch to place of beginning. |

For title, see deed of Joseph V. Stuart and Robert E. Anderson dated November 15, 1983 recorded in the Middlesex South Registry of Deeds in Book 15316, Page 533.

Parcel 35:

That certain parcel of land situate in Acton in the County of Middlesex and of the Commonwealth of Massachusetts, bounded and described as follows:

- Easterly - by land now or formerly of the Boston and Maine Railroad, ninety-five feet;
- Southerly - One hundred forty-seven and 70/100 feet;
- Southwesterly - Ninety eight and 84/100 feet, and;
- Northerly - One hundred and seventy-five feet, by land now or formerly of Alfred Birch.

Said parcel is shown as Lot A on Plan Number 13293B filed with the Middlesex Registry District of the Land Court on Certificate of Title Number 32316 in Book 216, Page 217.

Parcel 83:

The land in Acton, County of Middlesex, Commonwealth of Massachusetts, described as follows:

approximately 65,996 square feet of land in the former Boston & Maine railroad right of way, shown as Parcel A on "Plan of Land in Acton, Mass." dated June 6, 1983, revised August 19, 1983, by Acton Survey & Engineering, Inc. recorded with the Middlesex South Registry of Deeds in Book 15194, Page 467.

For title reference see deed of Joseph V. Stuart and Robert E. Anderson in the Middlesex South Registry of Deeds in Book 15316, Page 533.

Parcel 21 – 3:

That certain lot of land in the southerly part of Acton, usually known as South Acton, Middlesex County, Massachusetts bounded and described as follows:

- Easterly: by Main Street (Route 27) as shown on a plan of land hereinafter mentioned, one hundred and 00/100 (100.00) Feet
- Southerly: by land shown on said plan to be owned by Earl W. and Beverlie B. Tuttle, three hundred thirty six and 55/100 (336.55) Feet; and thence by land of said Tuttlles, twenty and 78/100 (20.78) Feet

- Westerly: by land shown on the said plan to be owned by Boston and Maine Railroad, fifteen and 65/100 (15.65) Feet;
- Northerly: by land shown on the said plan to be owned by Boston and Maine Railroad eight and 43/100 (8.43) Feet;
- Westerly: by land shown on the said plan to be owned by Boston and Maine Railroad three hundred fifty seven and 77/100 (357.77) Feet;
- Northerly: by a parcel of land shown as Lot B on said plan three hundred sixty three and 29/100 (363.29) Feet.

Being shown as Lot A on a Plan entitled: "Plan of Land in Acton, Mass. Owned by Joseph A. and Nancy Nastasi", dated February 24, 1969, Acton Survey and Engineering, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan Number 302 of 1969 in Book 11664 End.

Parcel 33 and 48:

That certain lot of land situated in the Southerly part of Acton, Middlesex County, Massachusetts and on the Westerly side of the road leading from Maynard to South Acton and bounded and described as follows:

The first parcel contains three acres and eighty-two rods, more or less, bounded and described as follows:

Beginning at the Southeasterly corner of the premises at a bound at land now or formerly of Joel F. Parmenter and said road;

Thence running Northerly by said road to land now or formerly of the Town of Maynard;

Thence turning and running Westerly by land of said Maynard, eight (8) rods to a bound;

Thence turning and running Northerly by land of said Town of Maynard and land now or formerly of the Town of Acton, Ten (10) rods to a bound;

Thence turning and running Easterly by land of said Town of Acton eight (8) rods to said road;

Thence Northerly by said road to a stake and stones at land now or formerly of Isaiah Reed;

Thence South 53° West by land of said Reed, twenty-two (22) rods and sixteen (16) links to a stake and stones at land of said Reed;

Thence by land of said Reed, North 51° - 55' West, about one (1) rod and five (5) links to land now or formerly of the Marlboro Branch Railroad;

Thence Southerly by said Railroad, about sixty-two (62) rods and eighteen (18) links to land now or formerly of Joel F. Parmenter ;

Thence South 50° - 4' East one (1) rod and eight (8) links to the point of beginning.

For title reference see Middlesex South Registry of Deeds, Book 15114, Page 250.

Parcel 32:

A certain parcel of land with the buildings thereon, situated in Acton, Middlesex County, Massachusetts more fully bounded and described as follows:

Easterly - by land now or formerly of the Boston & Maine Railroad, seven hundred five and 90/100 feet;

Southeasterly - by land now or formerly of K. Paul Hilander, two hundred thirty-nine and 20/100 feet;

Southwesterly - by land now or formerly of Otto Hanson et al, nine hundred and thirty-four feet;

Northwesterly - six hundred eighty-four and 75/100 feet, and

Northeasterly - four hundred twenty-nine and 02/100 feet, by land now or formerly of Sewall A. Small.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds, for the South Registry District of Middlesex County in Registration Book 184, Page 597, with Certificate 29061.

There is excepted and excluded from the above described land, lot A shown on plan filed in Registration Book 216, Page 217.

For title reference see Middlesex South Registry District, Certificate of Title No. 163369 in Book 947, Page 19.

Parcel 57:

A parcel containing one hundred and twenty-eight (128) rods, more or less, situated on the Westerly side of said Railroad and nearly opposite the above described parcel, bounded as follows:

Beginning at the Southeasterly corner of the premises at a stake and stones at the Maynard Town Line and said Railroad;

Thence North 50° - 4' West by land now or formerly of Joel F. Parmenter, seventeen (17) rods and fourteen and one-half (14 ½) links to the center of a ditch at land formerly of Henry Fowler;

Thence Northeasterly by said ditch and land formerly of said Fowler, fourteen and one-half (14 ½) rods to said Railroad;

Thence Southerly by said Railroad to the point of beginning.

For title reference see Middlesex South Registry of Deeds, Book 15316, Page 534.

Parcel 84:

The land in Acton, County of Middlesex, Commonwealth of Massachusetts, shown as Parcel B on a "Plan of Land in Acton, Mass.", dated September 13, 1983, by Acton Survey & Engineering, Inc. recorded with the Middlesex South Registry of Deeds as Plan Number 240 of 1985 in Book 16042, Page 529; and containing approximately 11,814 square feet of land.

For title reference see Middlesex South Registry of Deeds, Book 16042, Page 529.

EXHIBIT B

Description of the Easement Area

EASEMENT
FROM
ROBERT E. ANDERSON, TRUSTEE of the WEDGEWOOD REALTY TRUST
TO
TO THE TOWN OF ACTON, MASSACHUSETTS

Beginning at a point at a bound set on the westerly sideline of the former Boston and Maine right of way layout, as shown on hereinafter mentioned plan;

thence, S 20°-31'-55" E sixty-one and seventy-one hundredths
(61.71) feet by land now or formerly of grantor;

thence, N 64°-22'-55" W ninety and two hundredths
(90.02) feet by other land now or formerly of grantor;

thence, S 80°-52'-26" W fifty-eight and fifty-nine hundredths
(58.59) feet by other land now or formerly of grantor;

thence, S 26°-28'-58" W three hundred seventeen and eighty-three
hundredths (317.83) feet by other land now or formerly of
grantor;

thence, S 16°-00'-19" E fifteen and forty hundredths
(15.40) feet by other land now or formerly of grantor;

thence, S 46°-35'-18" E one hundred sixty-five and seventy hundredths
(165.70)
feet by other land now or formerly of grantor;

thence, S 25°-42'-40" E one hundred eighty-three and forty-three
hundredths
(183.43) feet by other land now or formerly of grantor;

thence, S 46°-38'-50" E one hundred eighty-two and thirty-two
hundredths
(182.32) feet by other land now or formerly of grantor;

thence, S 55°-45'-05" E two hundred sixty-eight and eleven hundredths
(268.11)
feet by other land now or formerly of grantor;

thence, N 70°-02'-28" E fifty-seven and five hundredths
(57.05) feet to a bound set on the old railroad base line;

thence, N 70°-02'-28" E twenty-nine and seventy-five hundredths (29.75)
feet to
the easterly sideline of the former Boston and Maine right of way
layout;

thence, on a curve to the right with a radius of five thousand twelve and
eight hundredths (5012.08) feet a distance of three hundred
thirteen and fifty-
four hundredths (313.54) feet by easterly sideline of the former
Boston and Maine right of way layout;

thence, on a curve to the right with a radius of five thousand one hundred
sixty and eighty hundredths (5160.80) feet a distance of two
hundred ninety and ninety-nine hundredths (290.99) feet by
easterly sideline of the former Boston and Maine right of way
layout to the Acton – Maynard Town Line;

thence, N 61°-56'-56" W sixty-six and three hundredths (66.03) feet by
said Town
Line;

thence, on a curve to the left with a radius of five thousand one hundred
eleven and thirty hundredths (5111.30) feet a distance of two
hundred forty-four and seventy-one hundredths (244.71) feet by
westerly sideline of the former Boston and Maine right of way
layout;

thence, on a curve to the left with a radius of four thousand nine hundred
sixty-two and fifty-eight hundredths (4962.58) feet a distance of
two hundred nine and seven
hundredths (209.07) feet by westerly sideline of the former Boston
and Maine right of way layout;

thence, N 61°-20'-16" W one hundred three and ninety-four hundredths
(103.94) feet by other land now or formerly of grantor;

thence, N 55°-45'-05" W two hundred seventy-one and thirty hundredths
(271.30) feet by other land now or formerly of grantor;

thence, N 46°-38'-50" W one hundred ninety-two and eighty-nine
hundredths
(192.89) feet by other land now or formerly of grantor;

thence, N 25°-42'-40" W one hundred eighty-three and forty-five hundredths (183.45) feet by other land now or formerly of grantor;

thence, N 46°-35'-18" W one hundred sixty-nine and twenty-seven hundredths (169.27) feet by other land now or formerly of grantor;

thence, N 16°-00'-19" W sixty-one and fourteen hundredths (61.14) feet by other land now or formerly of grantor;

thence, N 26°-28'-58" E one hundred fifty-four and nineteen hundredths (154.19) feet by other land now or formerly of grantor;

thence, S 63°-41'-29" E thirty-two and seventy-four hundredths (32.74) feet by other land now or formerly of grantor;

thence, N 26°-28'-58" E one hundred twenty-one and seventy-one hundredths (121.71) feet by other land now or formerly of grantor;

thence, N 63°-41'-29" W thirty-three and eleven hundredths (33.11) feet by other land now or formerly of grantor;

thence, N 26°-18'-31" E ninety-nine and seventy-one hundredths (99.71) feet to a bound set and other land now or formerly of grantor;

thence, S 71°-44'-00" E one hundred forty-seven and seventy hundredths (147.70) feet by other land now or formerly of grantor, to the point of beginning, containing 2.017 Acres of land as shown on an Easement Plan of Land in Acton Mass., by Joseph W. McCarthy Jr., P.L.S., dated November 12, 2004.

EXHIBIT C

Copy of Land Court Plan Number 13293A

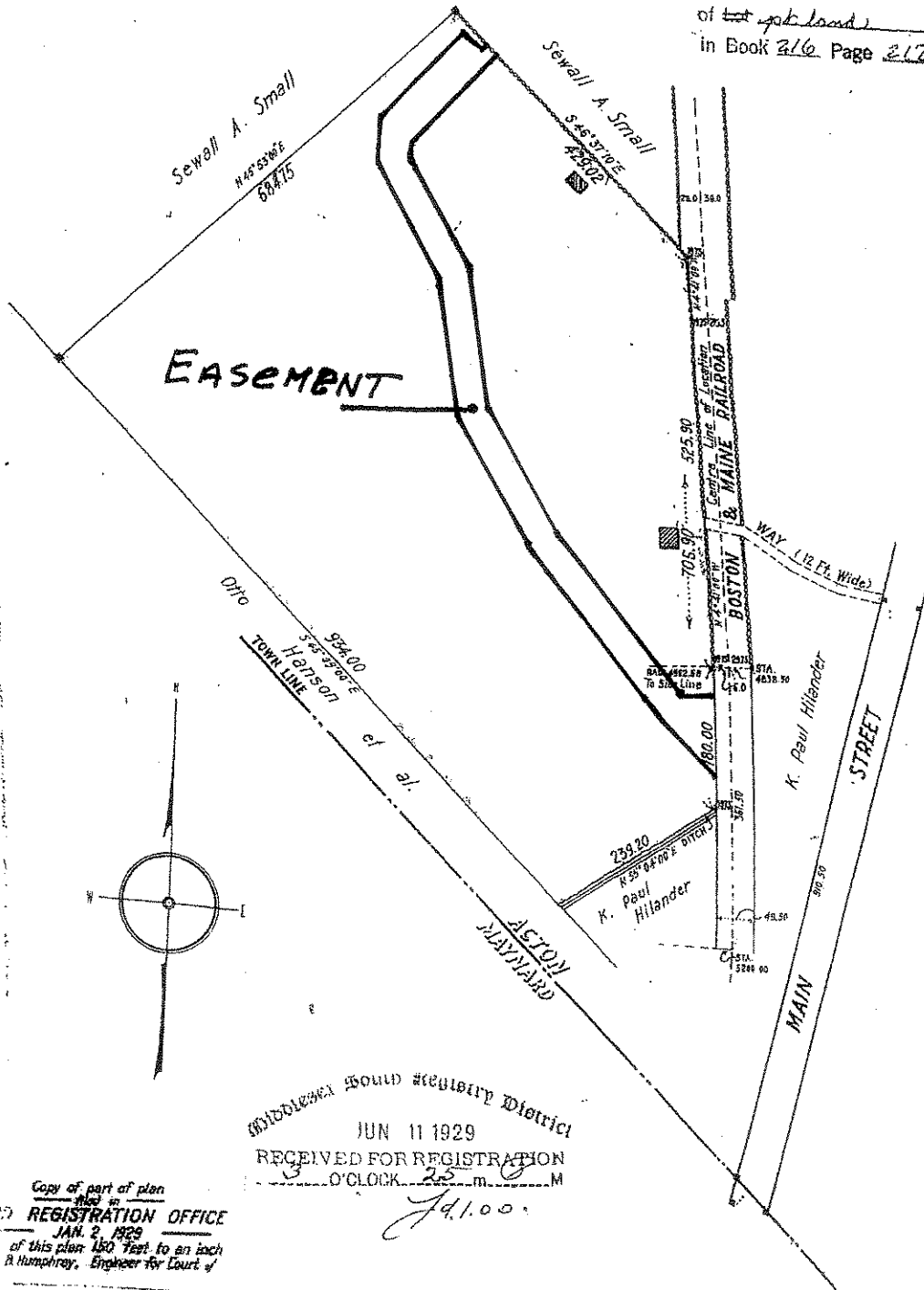
13 293 A

PLAN OF LAND IN ACTON
Scale 100 feet to an inch

NOVEMBER 1928

Horace F. Tuttle, Surveyor

See Subdivision Plan
of ~~lot~~ *lot* land
in Book 216 Page 217



Middlesex County Registry District
JUN 11 1929
RECEIVED FOR REGISTRATION
O'CLOCK 25 m. M

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JAN. 2, 1929
See of this plan 100 Feet to an inch
R. Humphrey, Engineer for Court of